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NB. 6.

ASHMOLE (ELIAS) 1617-92.

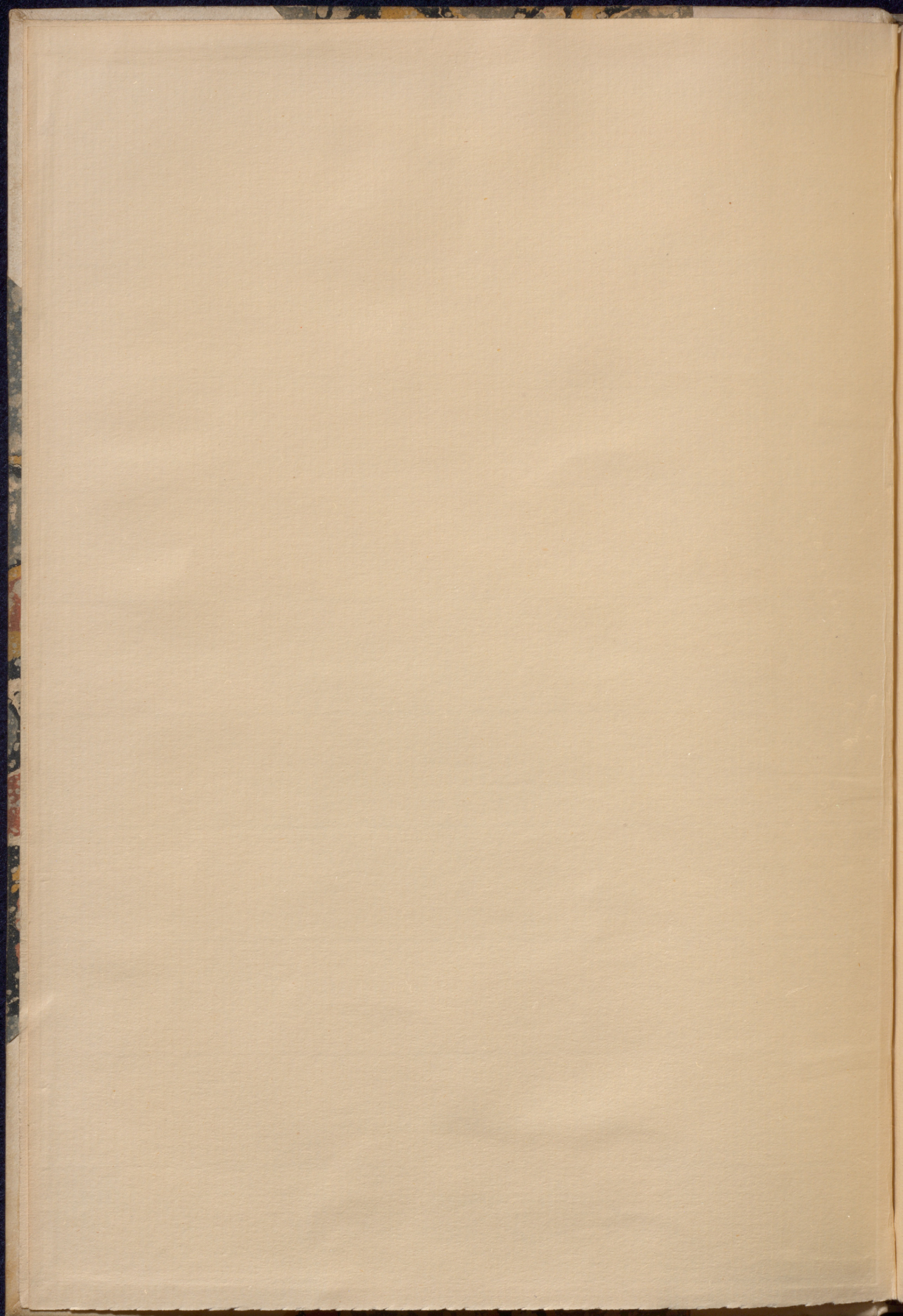
7511. In English, on parchment: printed form completed in MS. in 1669: $11\frac{1}{8} \times 7\frac{3}{8}$ in., 17 leaves.

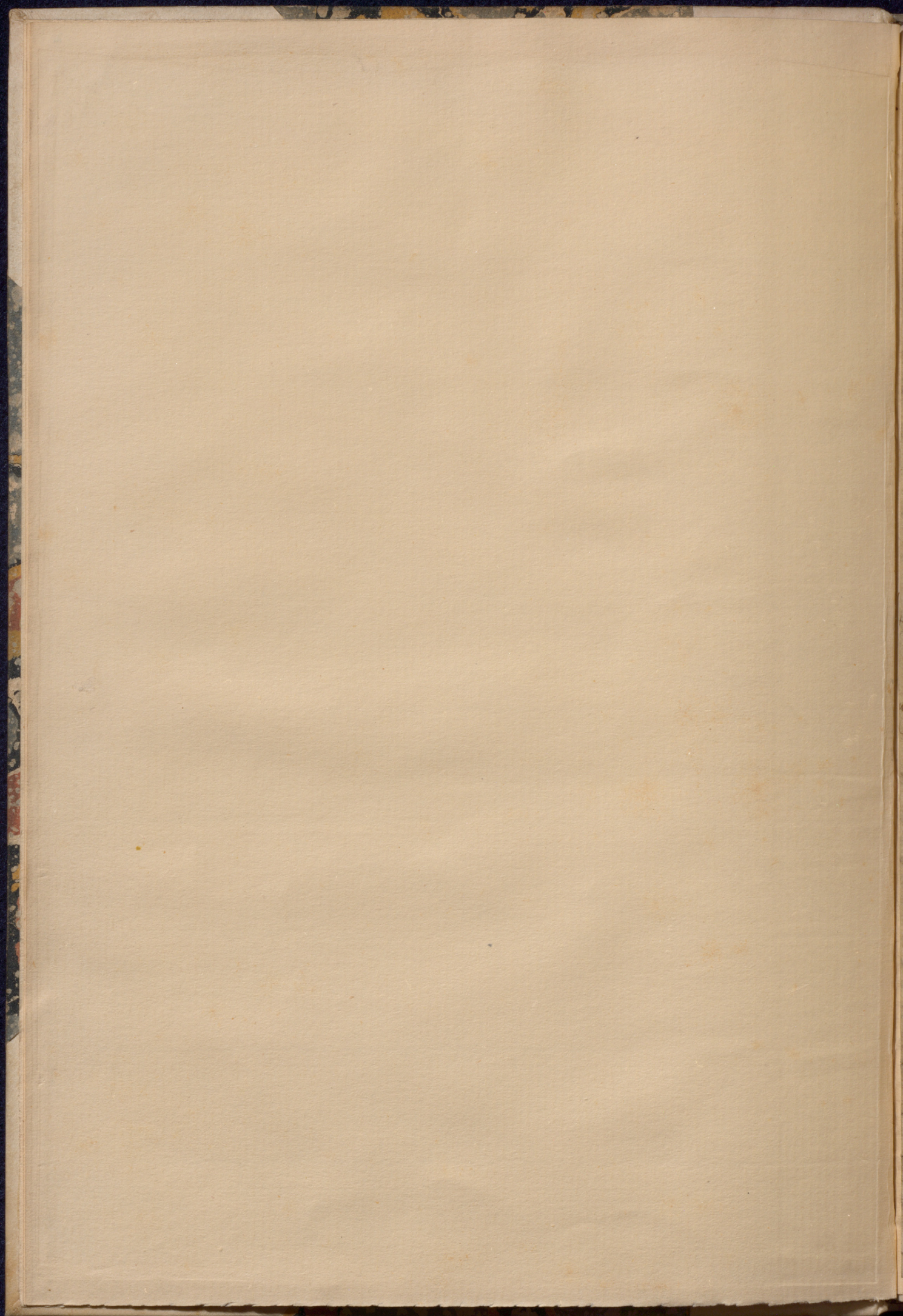
'Indenture made the 30th day of June (1669) . . . Between the Governour and Company of the New-River brought from Chadwel and Amwel to London . . . and Elias Ashmole Esq^r', granting him the lease of a 'Water-course . . . through one small Branch or Pipe of Lead' to his house, at an annual rental of 22s. 8d. Signature at foot, 'Ex: John Grene'. Seal missing.

All leaves except foll. 3-4 are blank paper.

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FROM
THE LIBRARY
OF
SIR WILLIAM OSLER, BART.
OXFORD





Dear Asa.
Sister of Mr. 9

This Indenture made the Thirtieth day of June in the Ninth Year of the reign of our S^o land, France, and Ireland King, Defender of the Faith, &c. Between the Governour and Company of the *City of London* on the one part; and *John Ashmole Esq^r* on the other part; Witnesseth, That the said Governour and Company have received of the said *John Ashmole Esq^r* in hand paid, in the name of a Fine or Income (in Receipt whereof the said Governour and Company are bound) the sum of *Eight pence* in these presents expressed. Have devised and Granted unto the said *John Ashmole Esq^r* One Water-course conveniently furnished with Water running in and through one small Earth or Pipe of L^o Small Cock of Brass souldred and set unto the same, and placed in the *Back* and in manner hereafter expressed, for the only proper use and service of the said Lessee's Family, inhabiting and dwelling at his the said Lessee's own proper Costs and Charges, upon the *Back* of the *Land* in and about the Water-works of the said New-River. To have and to hold the said Branch or Water-course in form aforesaid unto the said Lessee, his Executors, Administrators, Assigns, and Assigns, for the term of *years* now next ensuing the date hereof, and fully to be compleat and ended, if the said Lessee shall use it no otherwise than as it is hereby granted, and not using any other Trade for greater expence of Water, without the consent of the said Governour and Company, their Successors and Assigns, at the House situate in the Parish of St. Mary the Virgin, the sum of *Twenty two Shillings Eight pence* of lawful Money of England at the End of the Nativ^o the Annunciation of St. Mary the Virgin, by even and equal Portions; the first payment to begin at the Feast of St. Michael the Rent the said Lessee doth for him, his Executors, and Administrators, Covenant, Promise, and Grant by these presents, to and to pay by even and equal Portions unto the said Governour and Company, their Successors and Assigns, at the said aforesaid Feasts, at the New-River Water-house in Clerkenwell aforesaid. And the said Governour and Company for them, their Lessee, That the said Lessee shall or may peaceably and quietly, during the said Term, enjoy the said Branch or Water-course, week at the least, according to the usage and manner of the said Governour and Company (time of needful repairs, and of new Covenant, Promise, and Grant, to and with the said Governour and Company, their Successors, and Assigns, in these presents, for that purpose appointed or to be appointed, shall or may peaceably and quietly come into the said House of the said Lessee, the said Water-course, or any other Pipe or Branch that shall be derived into any other House from the said Lessee's Branch, And further that the said Lessee shall and will from time to time during the said Term repair and maintain the said Cock, at his own proper Costs and Charges. Provided alwaies, That if the said yearly rent shall be behind or unpaid, contrary to the tenor and true meaning of these Presents, the same being demanded at the House of the said Lessee by the said Governour, or Officer for that purpose appointed, on any day after such respective Feast whereon the same was due; or if the said Lessee shall for every such default of payment of the said Rent, and for every such Waste at the finding thereof by the said Governour, demand, pay or cause to be paid to the said Governour and Company, their Successors or Assigns, or to the Officer demanding the said Cock shall be enlarged, altered, or taken away, or be neglected to be repaired within ten days next after notice given at the House of the said Branch or Pipe shall happen to be conveyed, given, sold, or converted to any place or places, person or persons, use or uses, wants and Family, inhabiting within the Tenement aforesaid, or any other Water-course shall be drawn or removed out of the said Branch or Pipe, or procurement, contrary to the true tenor and meaning of these presents; or that the said Lessee shall not make or cause to be made, so often as the same shall become due and payable as aforesaid; That then it shall and may be lawful and for the said Governour and Company, that purpose by them appointed, to cut off and stop the said Quill or Branch, and sever it from the main Pipe, when their will and pleasure shall so require, and the said Agreement tending to the advantage or benefit of the said Lessee, shall be utterly void and frustrate to all intents and purposes notwithstanding. And lastly, the said Governour and Company for them, their Successors and Assigns, do hereby Covenant and Grant unto the said Lessee, That if the said Lessee shall happen to be unserved with Water into his said Pipe, in manner aforesaid, through the default of the said Governour and Company, the same shall not be amended within fourteen days (except in time of Frost) after notice given to the Governour of the said Company, his own use the Quarters Rent that shall next grow due, and always after, till the fault be amended, without any forfeiture whereof to the one part of these present Indentures remaining with the said Lessee, the said Governour and Company have subscribed their Hands and Seals, the said Lessee hath set to his Hand and Seal the day and year first above written, in presence of

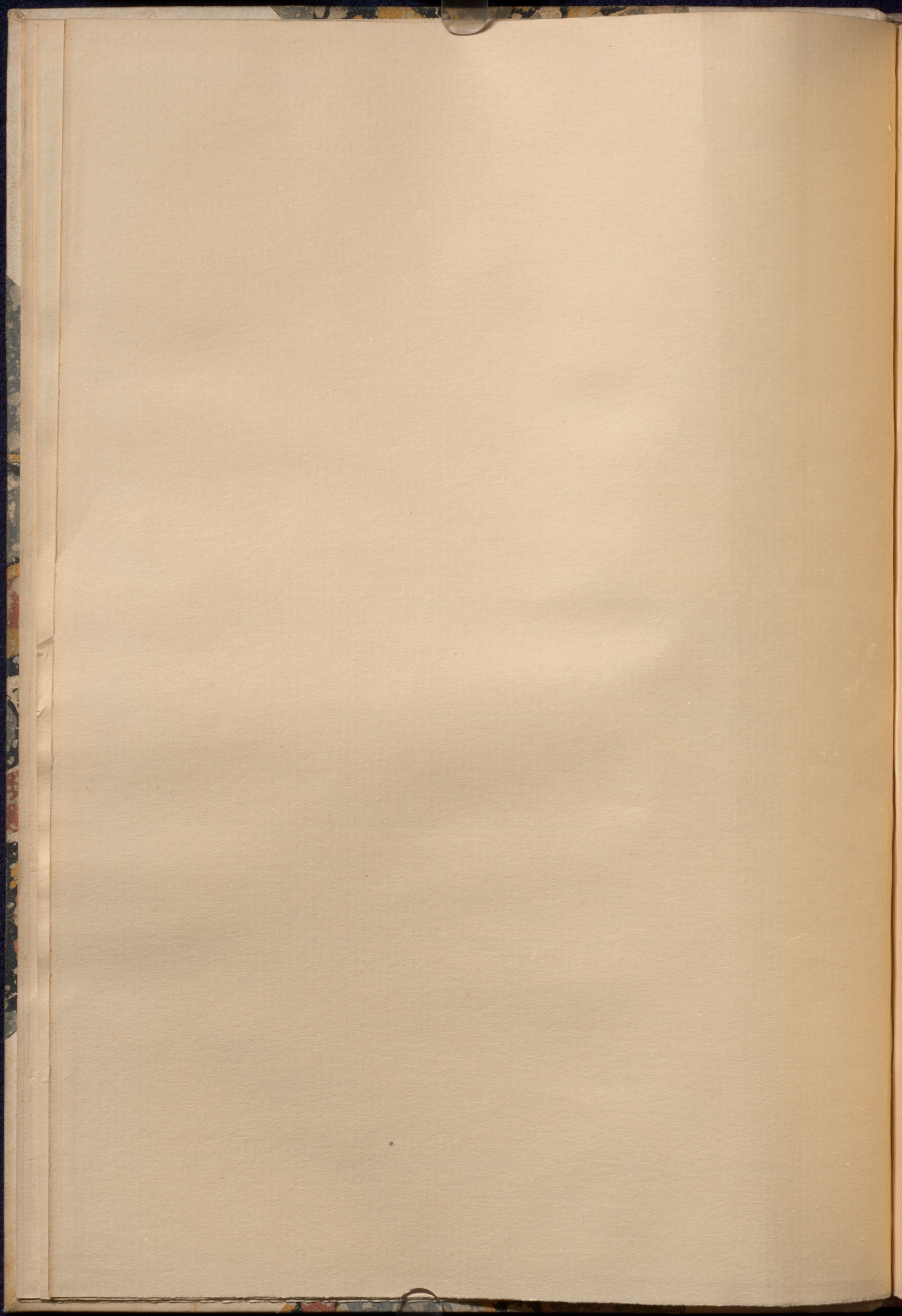
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in the Reign of our Sovereign Lord CHARLES the Second, by the Grace of God, of England, Scot-
land, France and Company of the New-River brought from Chadwel and Amwel to London, on the one part; and
That the said Governour and Company for and in consideration of the Sum of Twenty two Shillings -
or Income (the Receipt whereof the said Governour and Company do by these presents acknowledge) and for and in
expressed, the Demised and Granted, and by these presents do Demise and Grant unto the said *Elias Ashmole*
one small Branch or Pipe of Lead containing half an inch of Water or thereabouts, and in and through
of the now dwelling house of the said *Elias Ashmole*
family, inhabiting and dwelling in the house aforesaid; the said Branch to be laid from the main Pipe that lieth in
and Chary, by one of the known Plummers appointed or to be appointed by the said Governour and Company,
Branch or Interourse in form aforesaid unto the said *Elias Ashmole* - - for the term of
ended, if the said *Elias Ashmole* - - shall so long dwell and continue in the said House, and
peace of War, without the consent of the said Governour and Company: Yielding and paying therefore yearly during
House situate in the Parish of St. James Clerkenwell in the County of Middlesex, commonly called the New-River-
England at the east of the Nativity of St. John the Baptist, St. Michael the Archangel, the Birth of our Lord God, and
begin at the East of St. Michael the Archangel next coming after the date hereof; The which yearly
and Grant these presents, to and with the said Governour and Company, their Successors and Assigns, well and trul-
ly, the Feasts aforesaid yearly, during the continuance of this Demise, or within seven days after every of the
said Governour and Company, for them, their Successors and Assigns, do Covenant and Grant by these presents to and with the said
the said Branch or Water course, conveniently furnished with Water, to be turned on by the Turncock three days in every
time of need, repairs, and of mischance, and casualty of Fire excepted.) Provided always, and the said Lessee doth
the said House of the said Lessee in the day time as often as shall be convenient, to view the said Cock and Pipe for
some into the said House of the said Lessee in the day time as often as shall be convenient, to view the said Cock and Pipe for
the said Lessee's Branch, and to see that the said Water shall not be given, sold, taken away, or run at waste:
in the said Cock, and so much of the Pipe of Lead serving for the said Water belonging to the said
said yearly shall be behind or unpaid, in part or in all, by the space of fourteen days next after any of the said Feasts,
the said Lessee by the said Governour and Company, their Successors and Assigns, or their Servants, Attor-
the same time; Or if the said Water shall run at waste at any time (except in time of Frost a quarter-Cock) the
at the said time thereof by the said Governour and Company, their Successors, Officer, or Servants, upon request or
Assigns, or their Officer demanding the same, the Sum of Two shillings six pence Nomine poenae; Or if the said Pipe or
next after once given at the House of the said Lessee, or any part or quantity of the said Water issuing by and through the
place, person, persons, use or uses whatsoever, other than for the necessary use and service of the said Lessee, his Ser-
shall be drawn or derived out of the said Pipe or Cock by the said Lessee, or by any other Person or Persons by his consent
said Lessee shall pay and satisfy to the said Governour and Company the said sum of Two shillings six pence upon de-
may be lawfully and for the said Governour and Company, their Successors, or Assigns, or their Officer or Servants for
from the main Pipe at their will and pleasure, without any manner of lett, trouble or denial, claim or demand of the
of such cutting off or stopping the said Quill or Branch, this present Demise and Grant, and every Covenant, Article,
and frustrate all intents and purposes, any thing in these presents contained to the contrary thereof in any wise not-
and Assigns, to further Covenant, Promise, and Grant to and with the said Lessee by these presents, that if the said
ough the default of the said Governour and Company, by reason of any lett or impediment in the main Pipe, and the
en to the Governour of the said Company: That then it shall and may be lawful for the said Lessee to detain and keep to
be amended, without any forfeiture of the said Demise or Grant made to the said Lessee as aforesaid. In witness
said Governour and Company have set to their Common Seal, and to the other part thereof remaining with the said Go-
above written, Annoq; Domini 1669

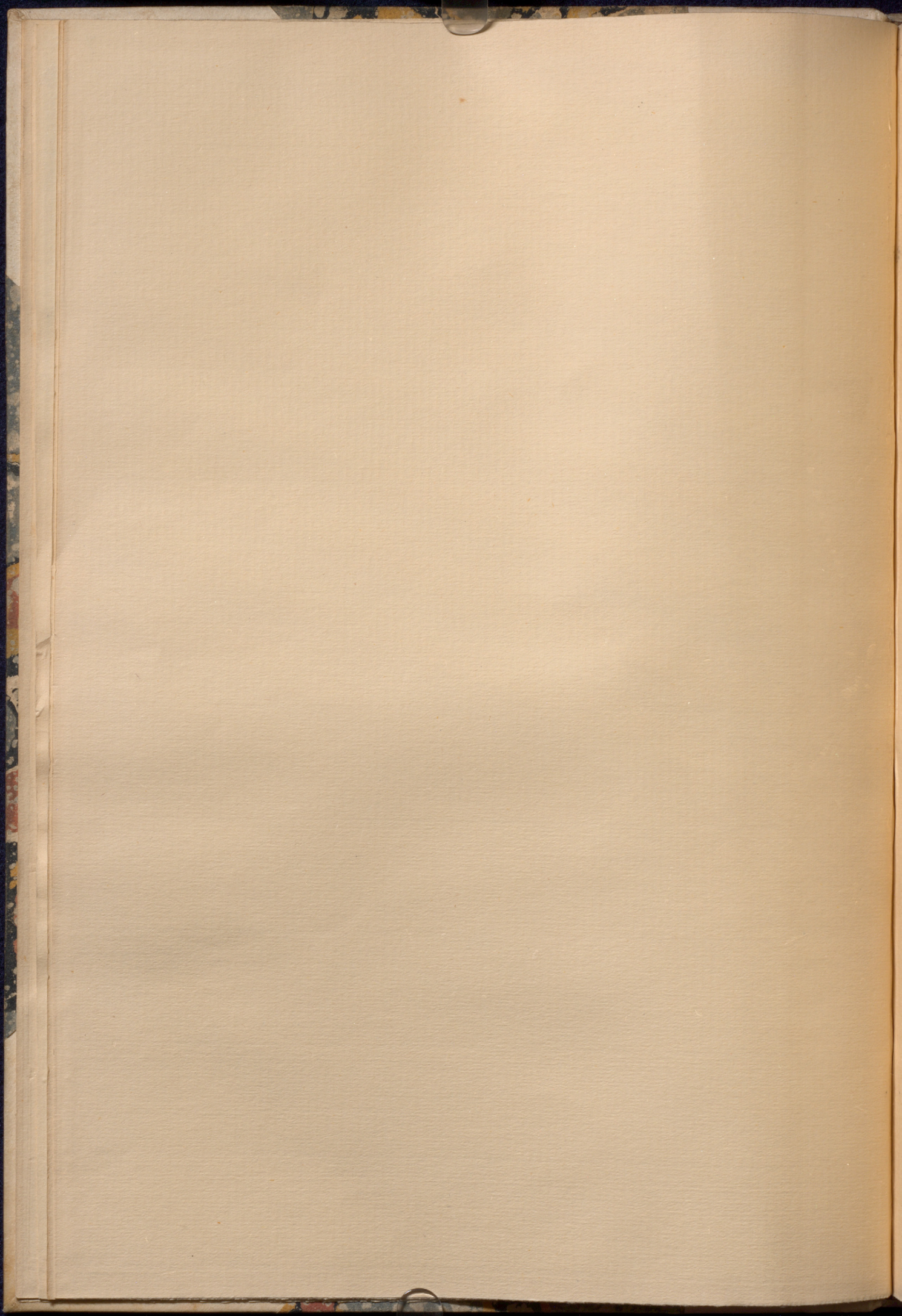
John Grene

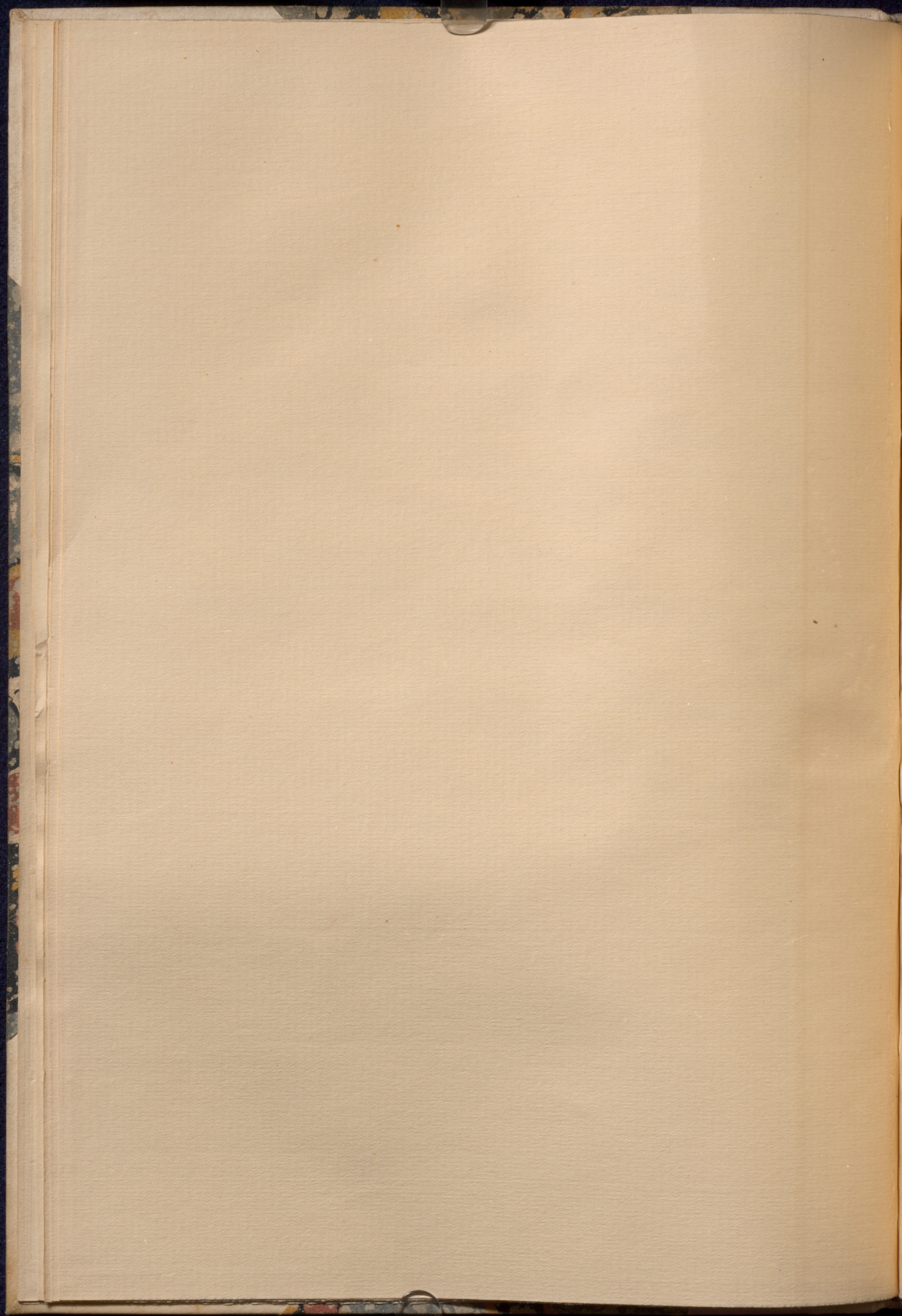
John P. Esq.
New River water

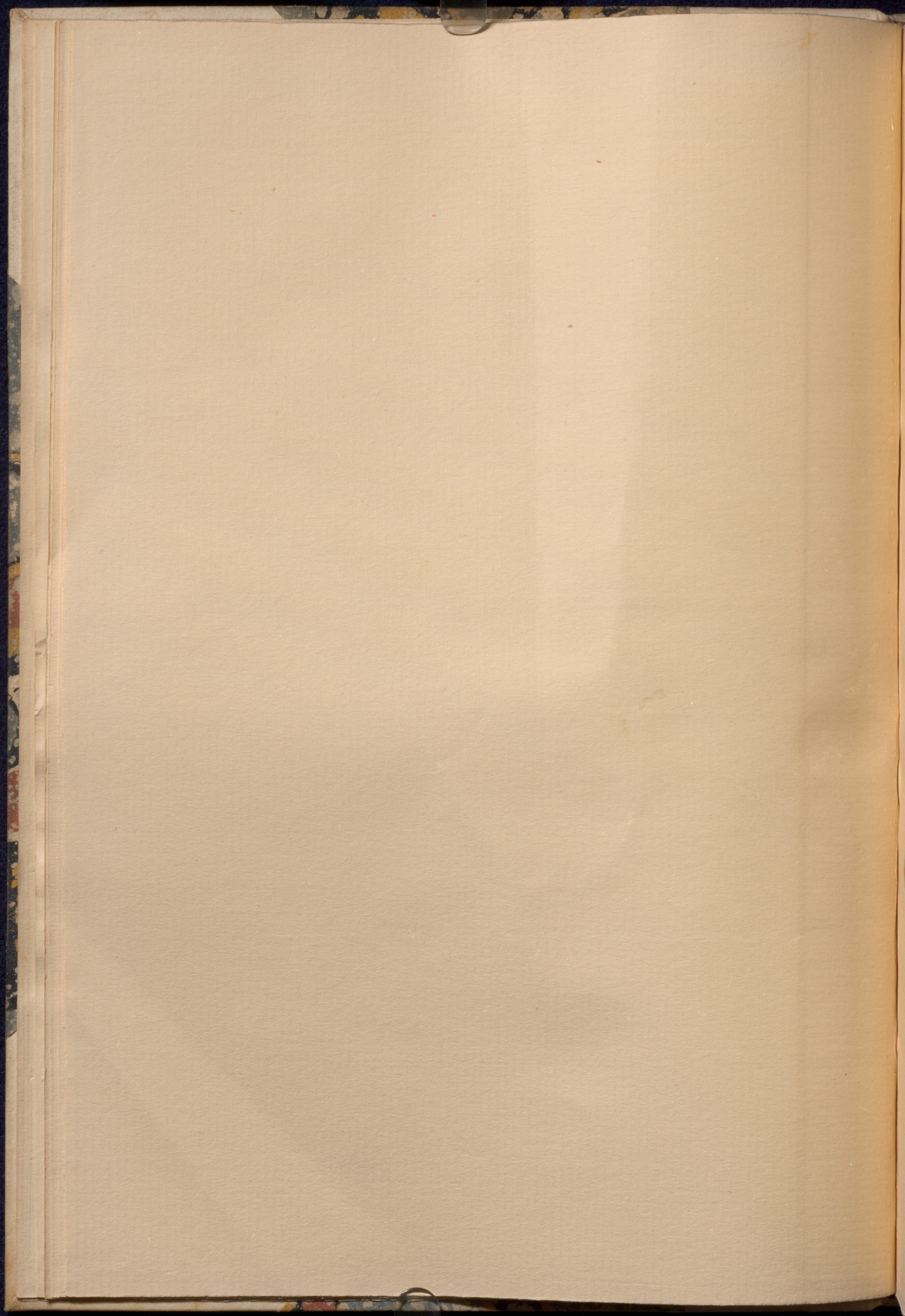
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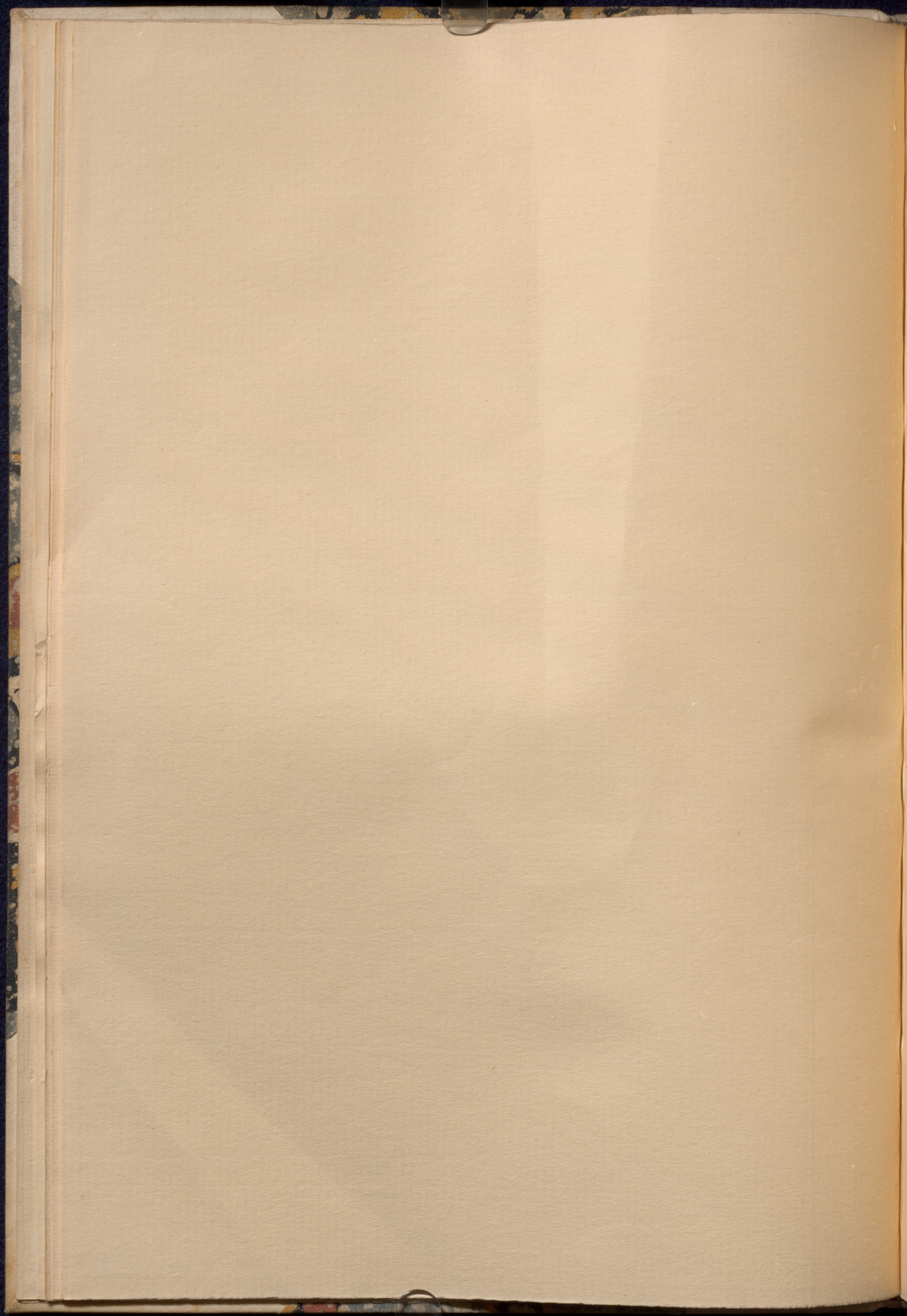
John C. Esq.
New River water

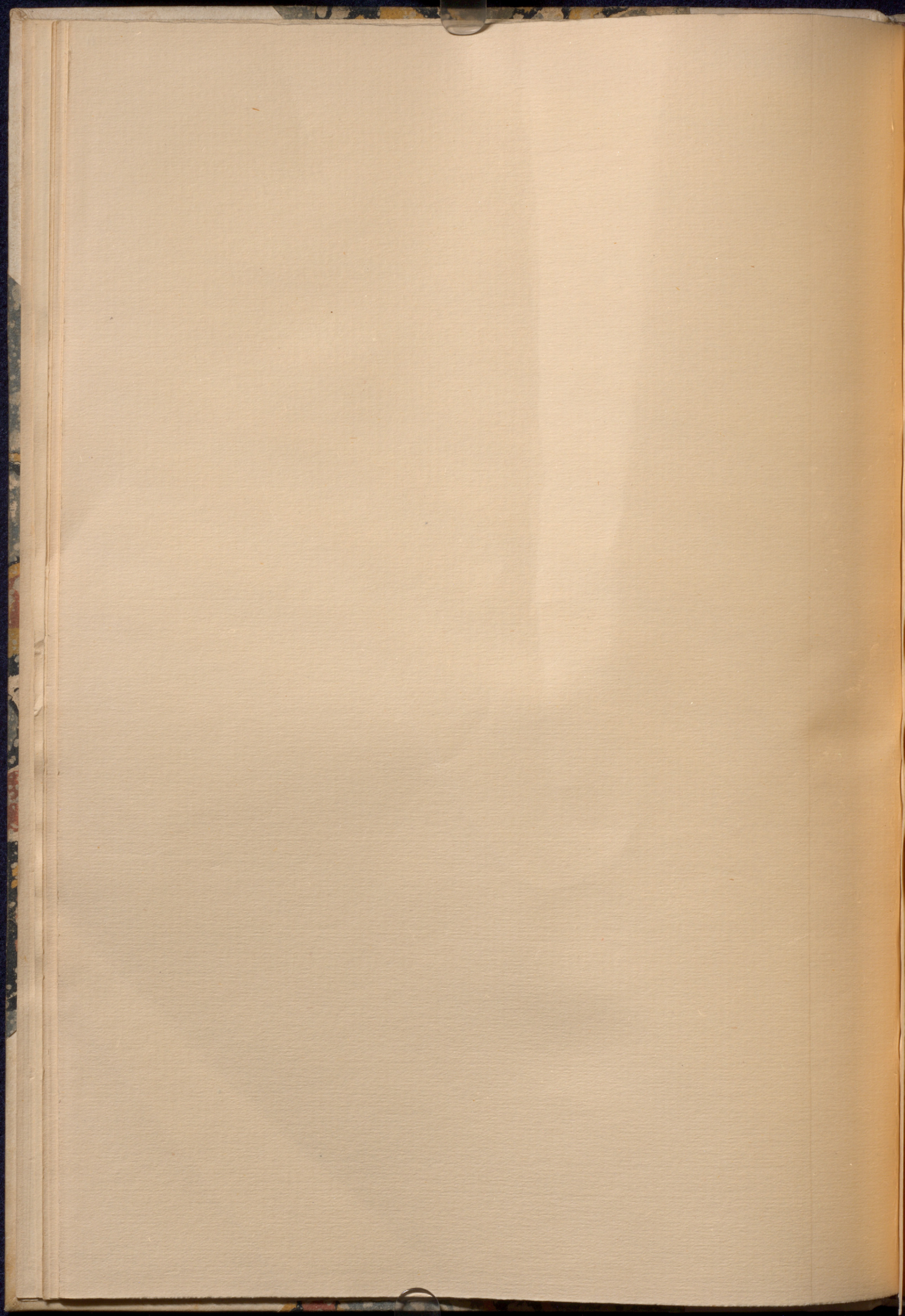


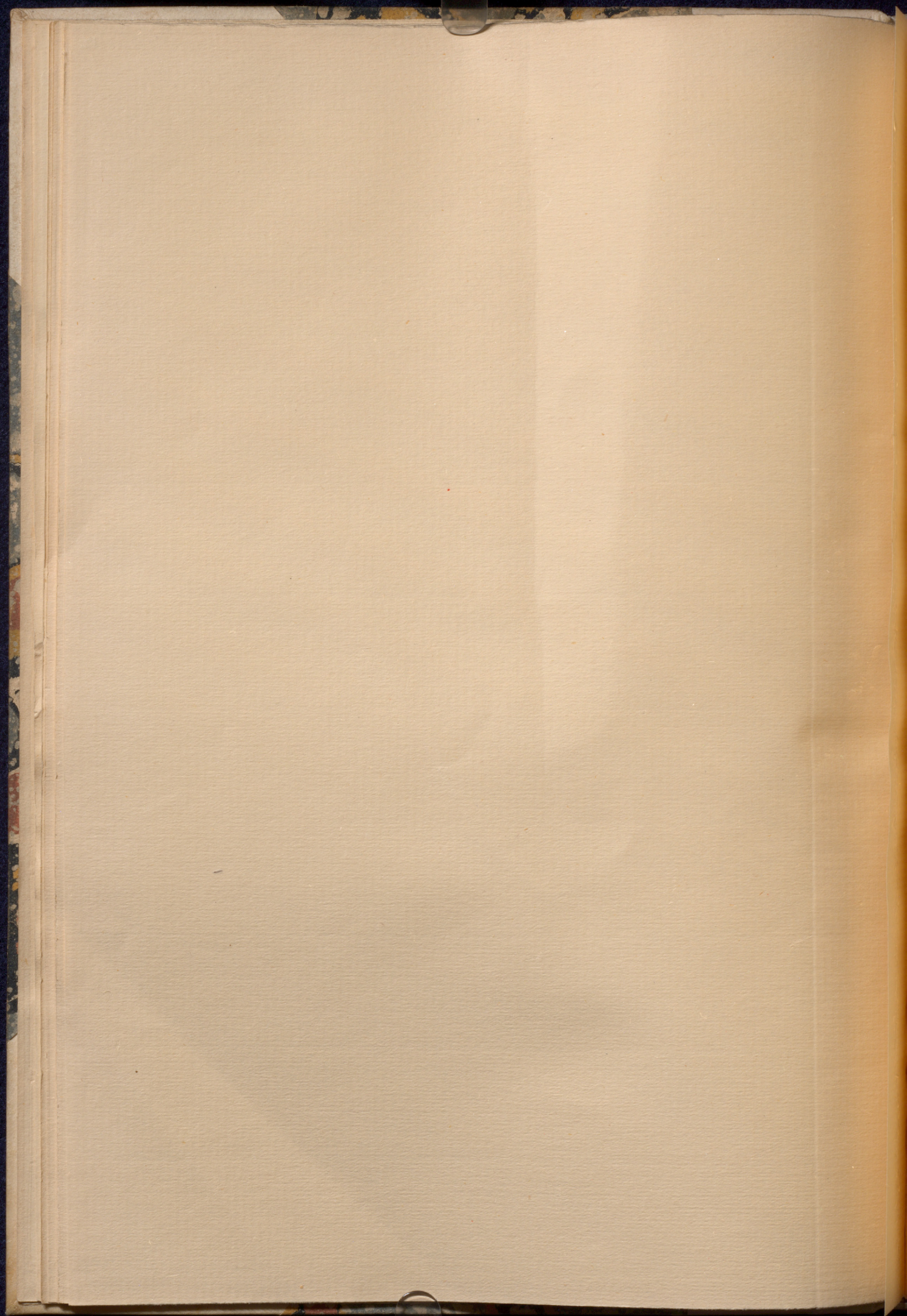


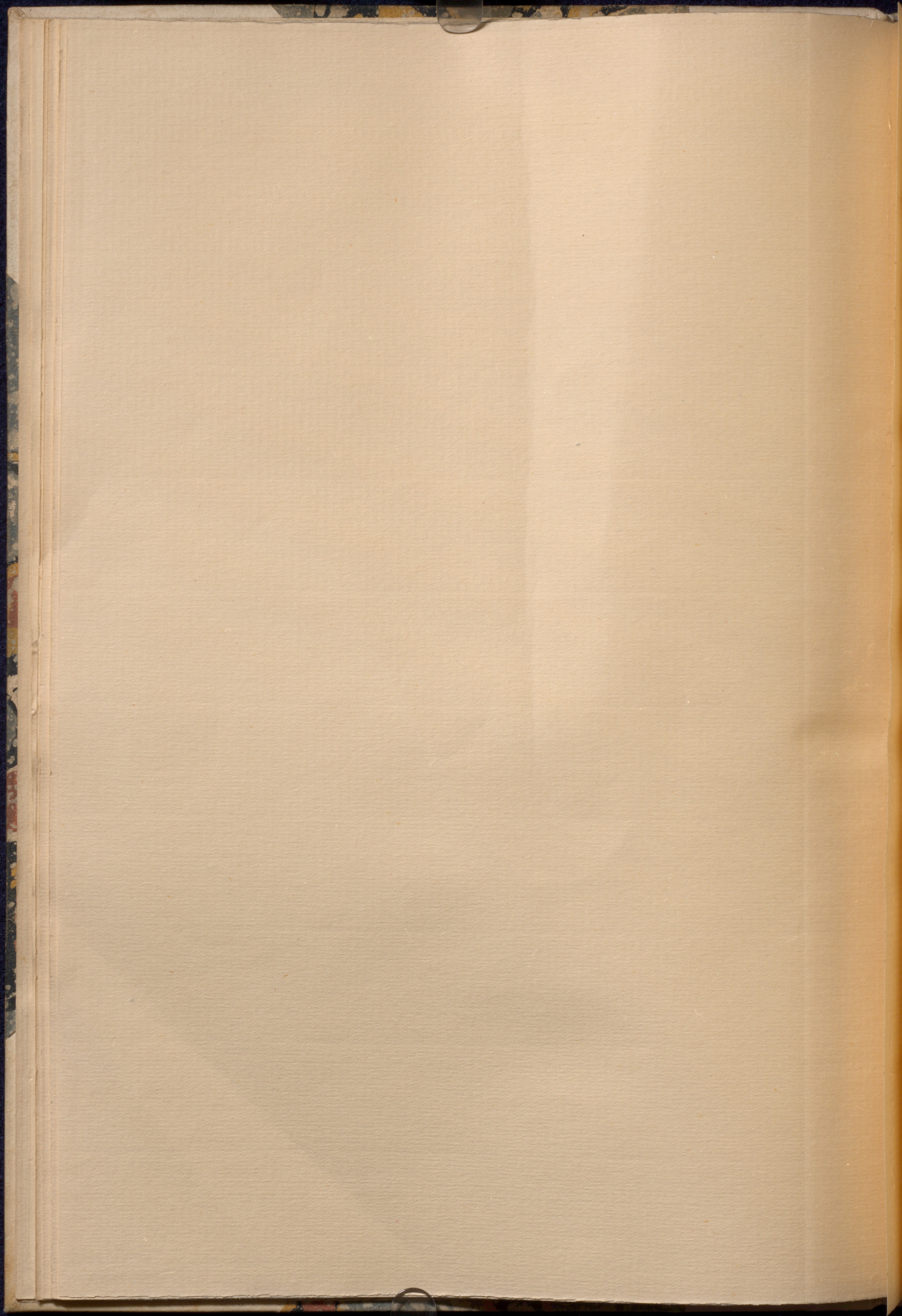


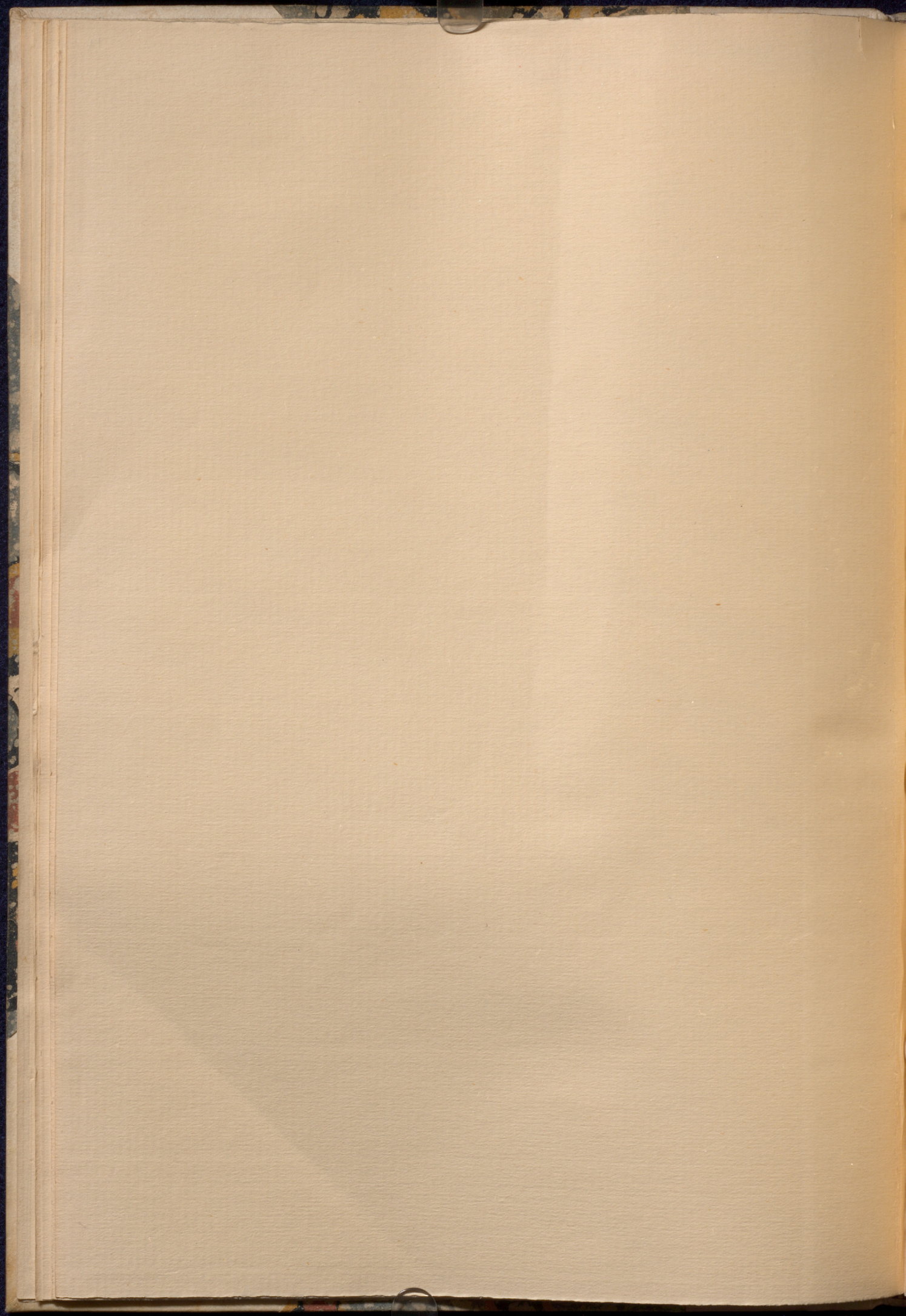


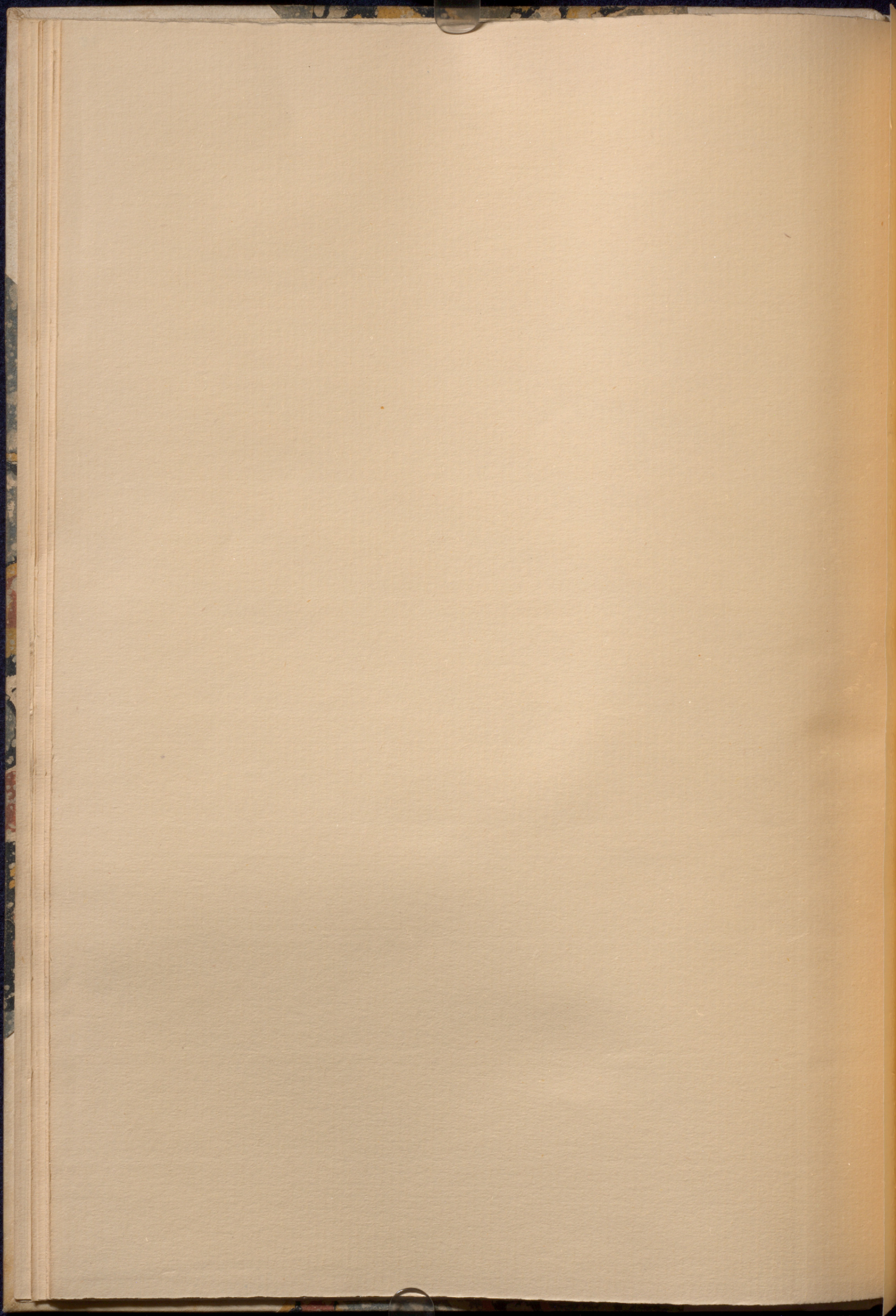


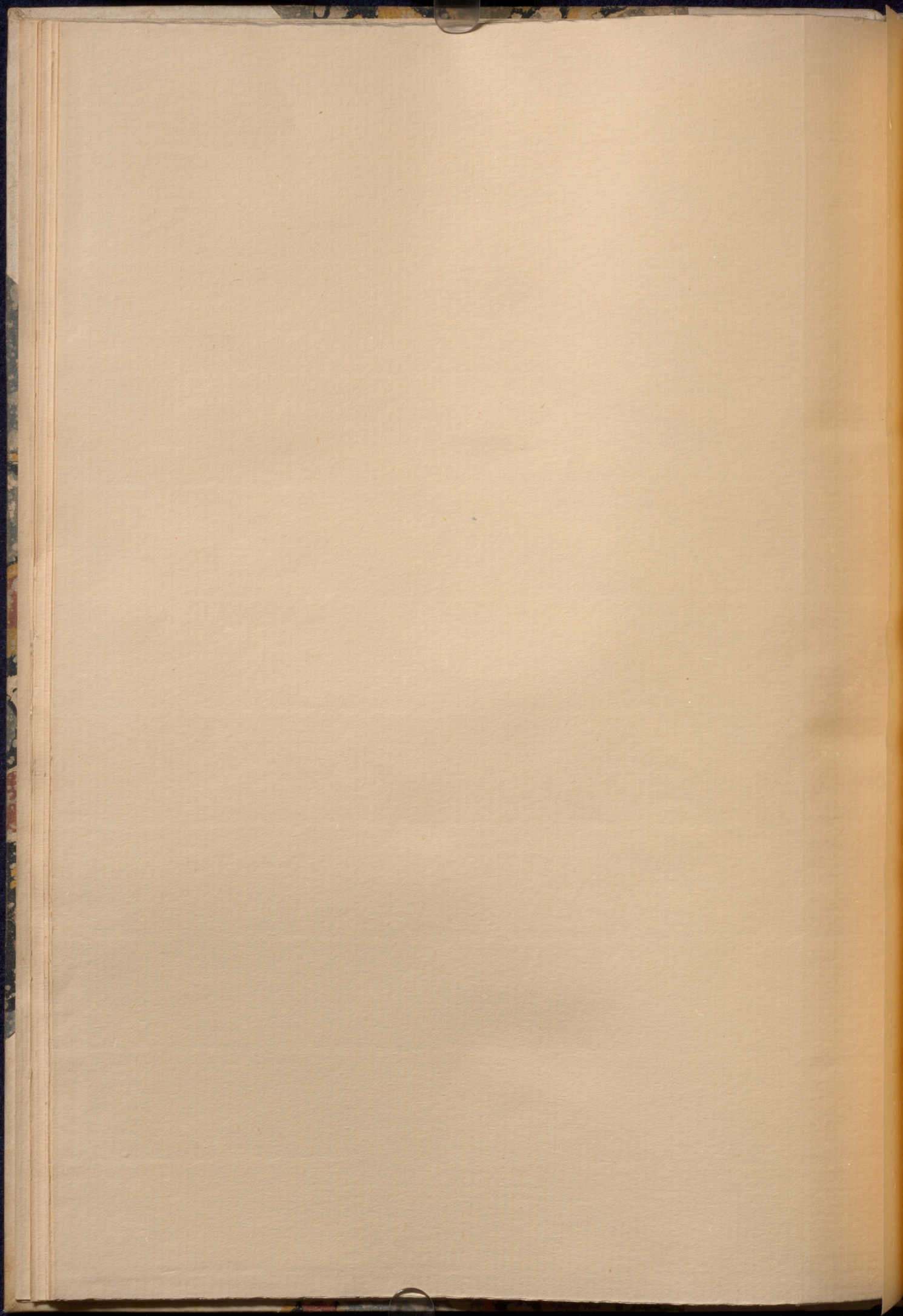


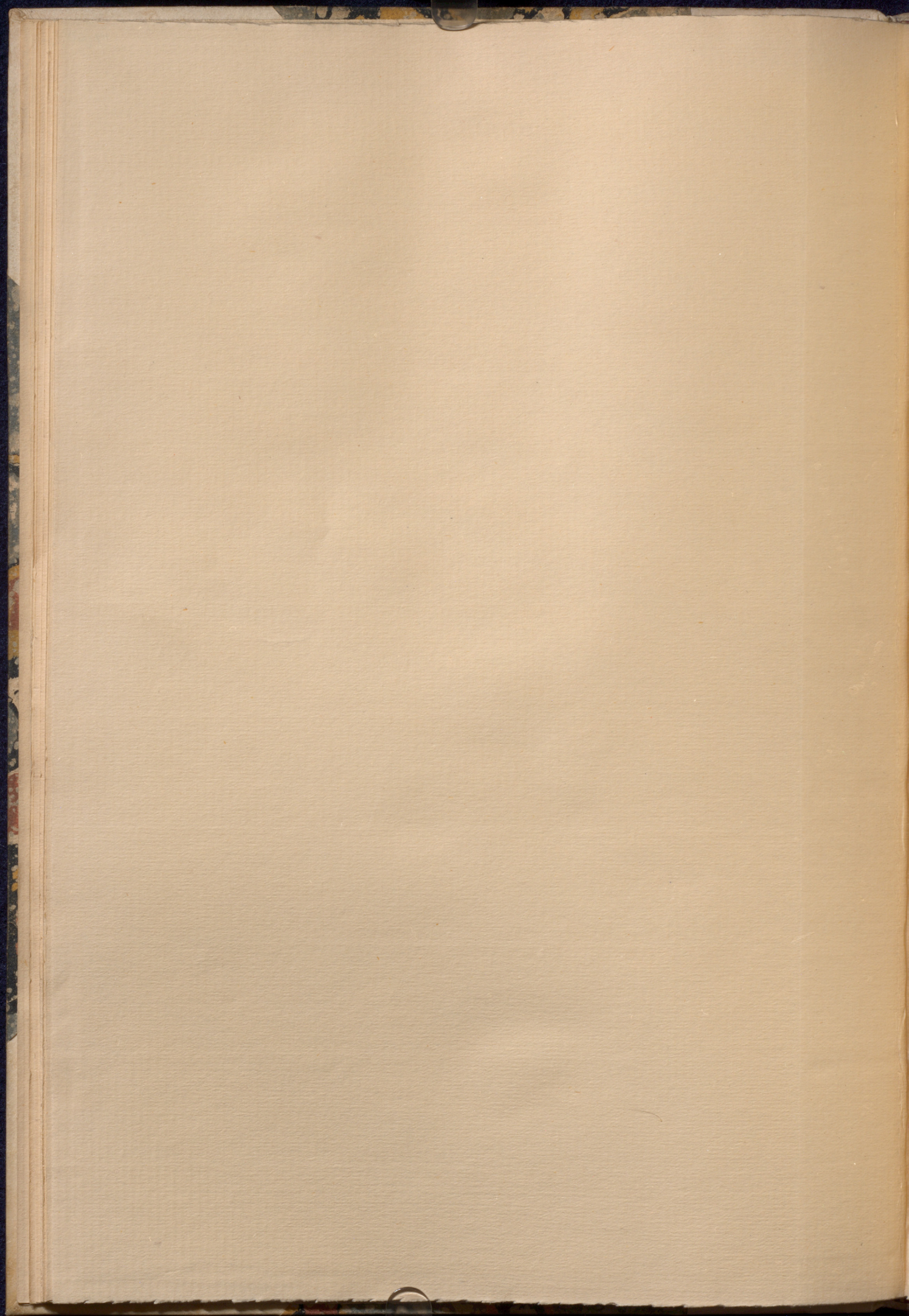












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